

FILED

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA
EASTERN DIVISION

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U.S. DISTRICT COURT
N.D. OF ALABAMA

UNIVERSAL UNDERWRITERS
SERVICE CORPORATION,

Plaintiff,

vs.

SHARON GRAVITT,

Defendant.

CV 98-PT-1793-E

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ENTERED

AUG 25 1998

MEMORANDUM OPINION

This cause comes on to be heard on Universal Underwriters Service Corporation's (Universal) Petition To Compel Arbitration filed on July 10, 1998.

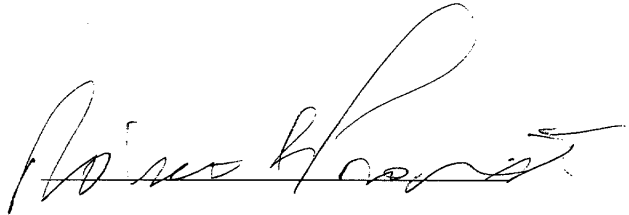
The claims in the underlying state court complaint related to Universal involve allegations that Universal failed to disclose to Sharon Gravitt (Gravitt) that all or a portion of a premium for a service contract was retained by King Motor Company, Inc. rather than being paid as a total premium to Universal Underwriters Service Corporation. (Counts Ten, Thirteen and Fourteen of state court action).

Plaintiff has acknowledged that this court has subject matter jurisdiction of this cause. Plaintiff further acknowledges that there is an arbitration agreement in the service agreement between Gravitt and Universal. Gravitt argues,

however, that the arbitration clause is not allowable under the Magnuson-Moss Act. This argument is in~~ap~~apposite. Gravitt has not made a claim against Universal under the Magnuson-Moss Act. The court does not reach the issues of whether the Magnuson-Moss Act proscribes such agreements. Further, the court does not reach the issue of whether any other arbitration clause is applicable.

Universal's petition to compel arbitration will be granted.

This 24th day of August, 1998.

A handwritten signature in black ink, appearing to read "Robert B. Propst", written over a horizontal line.

ROBERT B. PROPST
SENIOR UNITED STATES DISTRICT JUDGE